

Standard Terms and Conditions of MicronNexus GmbH for IT-Solutions

1. General

All offers, acceptances, deliveries as well as the assignment of licenses are subject to the effective Standard Terms and Conditions of MicronNexus GmbH for IT-Solutions (hereinafter “Standard Terms and Conditions”). This applies to any subsequent contracts and future business, too. Dissenting standard terms and conditions of the Contractual Partner, even in letters of confirmation or through unconditional deliveries or services, are rejected herewith, unless otherwise expressly agreed upon in writing.

2. Offers, Prices and Payments

- 2.1 All offers are subject to confirmation. We are entitled to accept orders of the Contractual Partner within two weeks.
- 2.2 Prices are quoted in Euro plus valid VAT and plus packing charges and transport costs where applicable.
- 2.3 Payments are due without any deductions. This applies also to payments for any partial deliveries.
- 2.4 Checks and drafts are accepted only in the case of a special agreement and only on account of performance charging all collection and discount expenses.
- 2.5 Without our prior written approval, the Contractual Partner is not entitled to assign claims to a third party.
- 2.6 Our claims are subject to set-off only, if the Contractual Partner’s counter claim is undisputed or non-appealable. A right of retention may be enforced only, as far as it is based on the same contractual relationship.
- 2.7 In case of default, all liabilities of the Contractual Partner against us are due immediately. Furthermore, we are entitled to withdraw from the contract and to stop further deliveries or services or to ask for prepayment.

3. Ownership, Copyright, Licence

- 3.1 Our programming services (hereinafter: „the Work“) are protected by copyrights. Ownership and all copyrights, whatsoever, with regard to the original of the Work as well as all rights with regard to the source code remain with us.
- 3.2 The Contractual Partner is entitled to licences solely as and for the purpose agreed in the contract.
- 3.3 Without our prior written approval the licences or parts of them may not be assigned to third parties.
- 3.4 Any duplication, reproduction, amendment, adaptation, broadcasting, public rendering, transformation for reproduction on other data carrier, recording on other media etc. of the Work is subject to our prior written approval, unless it corresponds with the licence agreed in the contract and its purpose.
- 3.5 All rights, which are to be transferred according to the contract, remain with us as long as the entire fees and expenses are not paid. Any prior use or transfer of the Work is strictly forbidden. For the case of a prior undue transfer, the Contractual Partner hereby assigns its rights against third parties to us. We accept the assignment hereby.

4. Retention of Titles

- 4.1 As long as the purchase price has not fully been paid and all requirements related to the business relationship have not been complied with, we retain title in the goods/Work.
- 4.2 The Contractual Partner is obliged to inform us immediately and to the fullest extent of any execution levied upon all goods/Works which remain under the retention of title.

5. Examination, Complaints, Warranties, Statute of Limitation

- 5.1 The Contractual Partner is obliged to examine the goods/Work/services immediately upon receipt. Any complaints to be made in writing immediately upon receipt. Otherwise the goods/Work/service is deemed to be approved as required by the contract and any liability is excluded.
- 5.2 Goods free of defects are not taken back.

- 5.3 The limitation period is one year for new goods/Works/services and six months for used goods/Works/services and runs from delivery/performance. In the case of a sale of consumer goods/Works/services to a private citizen the limitation period for new goods/Works/services is two years and for used goods/Works/services one year from delivery/performance. The limitation period by law for the case of a delivery recourse according to §§ 478, 479 German Civil Code remains unaffected of the foregoing.
- 5.4 In the case of a proven failure, we at our choice improve the goods/Work/service or redeliver new goods/Work/service. The improvement will be done at our choice at the place of the Contractual Partner within office hours or at our place.
- 5.5 Only if the improvement or the new creation of the goods/Work/service has not been done in appropriate time or failed definitely, the Contractual Partner is entitled to cancel the contract within the legal provisions, to claim for reduction of the price or for damages or expenses. Any improvement or redelivery is deemed to be failed definitely after the second try if this is not caused by the type of the goods or the defect or other circumstances. If, however, the Contractual Partner claims for damages or expenses, the liability is limited as stated below.
- 5.6 Any warranty or liability is excluded, once the Contractual Partner or a third party modifies the goods or the Work, whatsoever.
- 5.7 If the goods/Work/services are not operated as stated in the owner's manual, the liability for any defects caused by this is excluded.
- 5.8 The liability for defects does not apply to wear and tear elements/parts and does not include maintenance of the goods/Work/services free of costs.

6. Limitation of Liability

- 6.1 We, our representatives, employees and servants are liable for gross negligence and intentional breach only, unless in the case of substantial breach of a material contractual obligation or in the case of damage claims arising from a breach of warranty.

- 6.2 We, our representatives, employees and servants shall bear no liability for any loss of profit, failed reduction of costs, indirect damages and/or consequential damages, whatsoever, except in the case of intentional breach of contractual obligations.
- 6.3 Furthermore, the amount of liability of us, our representatives, employees and servants is limited to reasonably foreseeable damages at the time when the contract was concluded, unless the Contractual Partner is a private citizen.
- 6.4 Any possible liability concerning culpable harm to life, body or health remains unaffected of the foregoing.

7. Privacy

The Contractual Partner is advised, that we collect, process and record personal data according to the German Federal Data Protection Act.

8. Miscellaneous

- 8.1 These Standard Terms and Conditions and all contractual relationships between the Contractual Partner and us are subject to German Law excluding CISG. Place of performance is Hamburg.
- 8.2 As far as legally possible, the Courts of Hamburg, Germany, have exclusive jurisdiction between the Contractual Partner and us.
- 8.3 If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the other terms and shall not affect the validity and enforceability of the remaining provisions. The ineffective provision has to be replaced by another regulation with a preferably same tenor.